

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

IN RE: VOLKSWAGEN "CLEAN DIESEL"
MARKETING, SALES PRACTICES, AND
PRODUCTS LIABILITY LITIGATION

MDL 2672 CRB (JSC)

DECLARATION OF TIM MALONEY
FOR AWARD OF ATTORNEY FEES
AND REIMBURSEMENT COSTS

This Document Relates to:

ALL CONSUMER ACTIONS

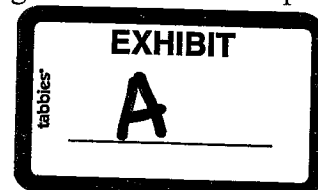
Hon. Charles R. Breyer

DECLARATION OF TIM MALONEY

BEFORE ME, the undersigned authority, on this day personally appeared the undersigned Affiant, who, after having been by me duly sworn, on oath, deposes and says:

"My name is Tim Maloney. I am over eighteen (18) years of age and competent to make this Affidavit. I have never been convicted of a felony or a crime of moral turpitude. I have personal knowledge of the facts stated herein and they are true and correct, and made under penalty of perjury. I am the attorney for Plaintiff's, in the above referenced cause of action. I have personal knowledge of the events that have occurred in this case and of the actions taken by my firm.

I have been involved in the Volkswagen litigation since September 2015. I filed one of the first cases in the county, styled *Piedad Carmen Perez vs. Volkswagen Group of America, Inc.*; 166th Judicial District court, Bexar County, Texas on September 25, 2015. During this time extensive research was conducted regarding the extent of Volkswagen's fraud and the proper



venue and jurisdiction in which to proceed. State court DTPA actions were originally filed in San Antonio, Bexar County, Texas. The litigation reached the point where discovery was sent to Volkswagen, who asked for an extension before responding to discovery. That extension was granted, with the caveat that if Volkswagen was going to seek a multidistrict litigation in Texas, I would be informed before any such filing. Shockingly, Volkswagen moved for a multidistrict litigation in Texas, without first notifying this office. A stay was entered on January 14, 2016.

After my initial filing, I was contacted by several hundred clients, as well as referring attorneys. All of the clients were signed under a standard contingency fee contract and all were informed of the various legal options which may be presented, including state court consumer actions. In order to best facilitate adequate representation I employed additional staff whose job duties were solely to work on the Volkswagen litigation. During the time that we were interviewing clients, notice letters were sent to Volkswagen (see Declaration of Camille Furgeson). Volkswagen recognized those claims; demands had been filed, and Volkswagen requested additional information from this office regarding all of the clients. I had my staff answer each and every inquiry by Volkswagen, and also gather and produce all documents needed to satisfy Volkswagen's request.

I then created a database for our clients, pursuant to their respective locations. We then began a tedious state by state analysis of what consumer claims may be available to each and every movant. When offers were presented to our clients, we did an analysis of consumer claims versus the offer made by Volkswagen. We informed our clients of potential recoveries under litigation as opposed to the offers proposed. We then assisted every movant with regards to registering in the portal, personally received and catalogued all documentation requested and sent out various correspondence notifying the movants of the status of the litigation.

There is no dispute that Volkswagen has represented to the movants that all attorney's fees would be paid. There are numerous examples where Volkswagen publically declared that the victims of this massive fraud would never pay any attorney's fees or costs. The rationale for this representation is obvious and transparent. Volkswagen needs as many people as possible to opt into this settlement in order to put this awful mess behind them. By totally misrepresenting the fact that attorneys would be paid, Volkswagen flat out lied to their customers. Obviously, in a class action type scenario, attorney's fees are awarded to class counsel. However, what Volkswagen knew, and had actual notice of, was that tens of thousands of their customers, had already retained their own individual counsel in order to guide them through the process, and to verify the information being presented by Volkswagen. Never once did Volkswagen ever inform any of the movants, that they would be responsible for attorney's fees if they retained an attorney before June 28, 2016.

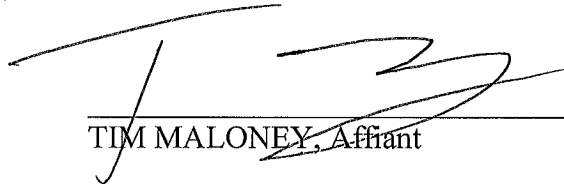
This deception cannot be allowed. I have attached numerous emails, which are only a small sampling, from former Volkswagen customers, outraged at the thought that Volkswagen perpetrated yet another fraud. If so inclined, this firm could literally create a lien on each and every one of the settlement offers presented to our clients/movants. However, because of Volkswagen's representations, this law firm will not seek to enforce their contingency fee. As is detailed in the emails from our clients, we in good faith assumed that Volkswagen would honor their agreement. Attempts have been made to negotiate with Volkswagen regarding attorney's fees, but those attempts have been met with insulting, demeaning, and outrageous offers. Just as troubling, representatives of the Plaintiff's Steering Committee have been completely and totally silent on this issue. There have been no effective attempts by the Plaintiff's Steering Committee to negotiate with Volkswagen on the issue of compensation for individual attorneys who have

done a year's worth of work, which has assisted not only the Steering Committee but also Volkswagen. The Plaintiff's Steering Committee complains that they have been inundated with phone calls and inquiries. I certainly understand their angst. Daily we are being deluged by phone calls, emails and other communications from individuals, who are not even necessarily our clients, attempting to answer all the questions asked by Volkswagen and to properly fill out any forms which are required.

Volkswagen has created this problem. They made the representations regarding attorney's fees and should be held accountable.

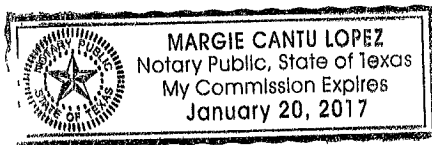
I declare under penalty of perjury under the laws of the State of Texas that the foregoing is true and correct and that this affidavit was executed on October ____, 2016."

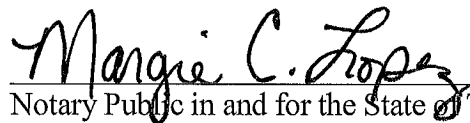
FURTHER, Affiant sayeth not."



TIM MALONEY, Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, on this the 11TH day of October, 2016.





Notary Public in and for the State of Texas